



Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED]/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/01/2022 05:03 PM EDT	
<i>Amanda Stewart</i>	
contractadmin@constellation.com IP: 216.99.180.224	
Sertifi Electronic Signature	
DocID: 20220629162126060	

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

E-Signed : 06/29/2022 05:32 PM EDT	
[REDACTED]	
[REDACTED]	
Sertifi Electronic Signature	
DocID: 20220629162126060	

Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Sales Rep: [REDACTED] G445371.218481.0 Printed: 6/29/2022



## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Electricity Supply Agreement – Fixed Price Solutions

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RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED]/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/01/2022 05:03 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 216.99.180.224  
Sertifi Electronic Signature  
DocID: 20220629162153675

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer:** [REDACTED]

E-Signed : 06/29/2022 05:32 PM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220629162153675

Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218480.0 Printed: 6/29/2022

PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] Wh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162106991</p>
--

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162106991</p>
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Printed Name: [REDACTED]

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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Sales Rep: [REDACTED] G445371.215307.0 Printed: 6/29/2022

products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 4

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] Wh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/01/2022 05:03 PM EDT <i>Amanda Stewart</i> contractadmin@constellation.com IP: 216.99.180.224 Certifi Electronic Signature DocID: 20220629162149379
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Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer:** [REDACTED]

E-Signed : 06/29/2022 05:32 PM EDT [REDACTED] [REDACTED] Certifi Electronic Signature DocID: 20220629162149379
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218482.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218482.0 Printed: 6/29/2022

PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] Wh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162136731</p>
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Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162136731</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218483.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218483.0 Printed: 6/29/2022



PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] Wh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162155105</p>
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Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162155105</p>
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Printed Name: [REDACTED]

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218484.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218484.0 Printed: 6/29/2022

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 5

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162153655</p>
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Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162153655</p>
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Printed Name: [REDACTED]

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218485.0 Printed: 6/29/2022



General Terms and Conditions

1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218485.0 Printed: 6/29/2022

PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + [REDACTED] h) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/01/2022 05:03 PM EDT <i>Amanda Stewart</i> contractadmin@constellation.com IP: 216.99.180.224 Certifi Electronic Signature DocID: 20220629162144963
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Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

E-Signed : 06/29/2022 05:32 PM EDT [REDACTED] [REDACTED] Certifi Electronic Signature DocID: 20220629162144963
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.78093.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.78093.0 Printed: 6/29/2022

PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] Wh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162149453</p>
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Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162149453</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218542.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218542.0 Printed: 6/29/2022

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 12

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] /Wh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/01/2022 05:03 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 216.99.180.224  
Sertifi Electronic Signature  
DocID: 20220629162112833

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer:** [REDACTED]

E-Signed : 06/29/2022 05:32 PM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220629162112833

Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218543.0 Printed: 6/29/2022

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 2

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not Valid Unless Executed by Seller
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Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

████████████████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS: :

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

**Special Provision:** The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller sixty (60) days’ prior written notice; (ii) has not executed any RTTs for the Account(s); (iii) has not “Fixed” any components in the Cost Components section below; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than Seller’s default.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

**Cost Components.** For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 (9f,100g,999) (JM)

Sales Rep: ██████████ G445423.1352610.0

Printed: 6/30/2022

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Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

Incremental RPS Compliance Obligations: If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and **“Fuel Security Costs-COS”**)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in **Docket Nos. ER18-2364-000 and EL18-182-000** as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the **“Mystic COS Agreement”**) and the implementation of an interim inventoried energy program during the winter months of **2023-2024 for Forward Capacity Auction (“FCA”) 12 and 2024-2025 for FCA 15** accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). **If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed** under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement: (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions (“RTTs”) with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), **this Agreement shall commence on or about the date set forth under “Start Date” and end on or about the date set forth under “End Date”**, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: **(Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price (“LMP”) + \$ [REDACTED] kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one **invoice from us for all other charges (“Dual Billing”)**, unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including

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adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
<b>Narragansett Electric Company</b>	<b>NECO</b>	<b>1-800-465-1212</b>

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Page - 3 - of 12

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed: 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.228  
Sertifi Electronic Signature  
DocID: 20220630103114102

E-Signed: 06/30/2022 11:48 AM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220630103114102

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title:

Date: \_\_\_\_\_

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and

- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in

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which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice** to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for **Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such **affiliates' employees, agents, advisors, and independent contractors**, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other

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party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.**

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**ACCOUNT SCHEDULE:**

For: [REDACTED]

**The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022**

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

**THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 108

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED]/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/01/2022 05:03 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 216.99.180.224  
Sertifi Electronic Signature  
DocID: 20220629162112867

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

E-Signed : 06/29/2022 05:32 PM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220629162112867

Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218544.0 Printed: 6/29/2022

Page - 7 - of 8

PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 6

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] /Wh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162149391</p>
--

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162149391</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218545.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218545.0 Printed: 6/29/2022

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 2

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

**[REDACTED]** (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

Special Provision: The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller sixty (60) days’ prior written notice; (ii) has not executed any RTTs for the Account(s); (iii) has not “Fixed” any components in the Cost Components section below; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than Seller’s default.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through

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Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

Incremental RPS Compliance Obligations: If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and **“Fuel Security Costs-COS”**)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in **Docket Nos. ER18-2364-000 and EL18-182-000** as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the **“Mystic COS Agreement”**) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for **Forward Capacity Auction (“FCA”) 12** and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). **If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed** under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement: (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions (“RTTs”) with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under “Start Date” and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: **(Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price (“LMP”) + \$ [REDACTED] Wh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one **invoice from us for all other charges (“Dual Billing”)**, unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less.

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All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6- ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
<b>Narragansett Electric Company</b>	<b>NECO</b>	<b>1-800-465-1212</b>

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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G445423.1220679.0

Printed: 6/30/2022

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed: 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
 contractadmin@constellation.com  
 IP: 198.29.191.228  
 Sertifi Electronic Signature  
 DocID: 20220630103138999

E-Signed: 06/30/2022 11:48 AM EDT  
 [REDACTED]  
 [REDACTED]  
 Sertifi Electronic Signature  
 DocID: 20220630103138999

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title: Director Energy

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Date: \_\_\_\_\_  
Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

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Sales Rep: [REDACTED] G445423.1220679.0 Printed: 6/30/2022

General Terms and Conditions

1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and

- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in

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which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for **Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such **affiliates' employees, agents, advisors, and independent contractors**, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other

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party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.**

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Page - 7 - of 8

PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 6

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not Valid Unless Executed by Seller
--

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

████████████████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:  
Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

Special Provision: The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller **sixty (60) days’ prior written notice**; (ii) **has not executed any RTTs for the Account(s)**; (iii) **has not “Fixed” any components in the Cost Components section below**; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than **Seller’s default**.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

Cost Components. **For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.**

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through
Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

Incremental RPS Compliance Obligations: If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and “**Fuel Security** Costs-COS”)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by

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the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "Mystic COS Agreement") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "Interim Winter Program"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] h) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer care@constellation.com](mailto:customer care@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6- ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

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Account Representative: [REDACTED] | FORM: G444918.973970.0 | Page - 2 - of 8 | Printed: 06/28/2022 | (9f,23a,100g,999) SK

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Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Account Representative: [REDACTED] | FORM: G444918.973970.0 | Page - 3 - of 8 | Printed: 06/28/2022 | (9f,23a,100g,999) SK

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed: 07/08/2022 10:13 AM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.224  
Sertifi Electronic Signature  
DocID: 20220628160129880

E-Signed: 06/28/2022 06:13 PM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220628160129880

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title: President

Date: \_\_\_\_\_

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

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Account Representative: [REDACTED] | FORM: G444918.973970.0 | Page - 4 - of 8 | Printed: 06/28/2022 | (9f,23a,100g,999) SK  
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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us

so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as “fixed,” “variable,” “pass-through” or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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Account Representative: [REDACTED] | FORM: G444918.973970.0 | Page - 5 - of 8 | Printed: 06/28/2022 | (9f,23a,100g,999) SK

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6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based

solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for **Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such **affiliates' employees, agents, advisors, and independent contractors**, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution.** This Agreement is a "forward

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Account Representative: [REDACTED] | FORM: G444918.973970.0 | Page - 6 - of 8 | Printed: 06/28/2022 | (9f,23a,100g,999) SK

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contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] Wh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162106974</p>
--

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162106974</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218546.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.218546.0 Printed: 6/29/2022

Page - 7 - of 8

PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 5

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

████████████████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

Special Provision: The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller sixty (60) days’ prior written notice; (ii) has not executed any RTTs for the Account(s); (iii) has not “Fixed” any components in the Cost Components section below; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than Seller’s default.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through

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Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

Incremental RPS Compliance Obligations: If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and **“Fuel Security Costs-COS”**)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the **“Mystic COS Agreement”**) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement: (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions (“RTTs”) with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under “Start Date” and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price (“LMP”) + \$ [REDACTED] Wh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges (“Dual Billing”), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including

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adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
<b>Narragansett Electric Company</b>	<b>NECO</b>	<b>1-800-465-1212</b>

Additional Terms. For Accounts located in the State of Rhode Island:

- (i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.
- (ii) Service. We are unable to physically cut-off electric service to you.
- (iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid
- (iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..  
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed: 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.228  
Sertifi Electronic Signature  
DocID: 20220630103146408

E-Signed: 06/30/2022 11:48 AM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220630103146408

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title: Director Energy & Capital

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Date:  
Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax:  
Phone: [REDACTED]  
Email: [REDACTED]

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and

- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in

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Sales Rep: [REDACTED] G445423.52372.0 Printed: 6/30/2022

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS  
CONTEMPLATED BY THIS AGREEMENT.

which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for **Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such **affiliates' employees, agents, advisors, and independent contractors**, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other

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party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.**

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Sales Rep: [REDACTED] G445423.52372.0 Printed: 6/30/2022

PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 36

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] h) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/01/2022 05:03 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 216.99.180.224  
Sertifi Electronic Signature  
DocID: 20220629162108100

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

E-Signed : 06/29/2022 05:32 PM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220629162108100

Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.50537.0 Printed: 6/29/2022



PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 7

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

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The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/01/2022 05:03 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 216.99.180.224  
Sertifi Electronic Signature  
DocID: 20220629162153700

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer:** [REDACTED]

E-Signed : 06/29/2022 05:32 PM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220629162153700

Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax:

Phone: [REDACTED]

Email:

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.50538.0 Printed: 6/29/2022

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 87

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "Mystic COS Agreement") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "Interim Winter Program"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + [REDACTED] kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer care@constellation.com](mailto:customer care@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6- ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
<b>Narragansett Electric Company</b>	<b>NECO</b>	<b>1-800-465-1212</b>

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Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Account Representative: [REDACTED] | FORM: G445423.1169371.0 / Page - 3 - of 8 / Printed: 06/30/2022 | (9f,23a,100g,999) SK

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed : 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.228  
Sertifi Electronic Signature  
DocID: 20220630103212514

E-Signed : 06/30/2022 11:48 AM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220630103212514

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title: Director Energy

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Date:  
Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax:  
Phone: [REDACTED]  
Email: [REDACTED]

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us

so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as “fixed,” “variable,” “pass-through” or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based

solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental **Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality,** county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' **employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution. This Agreement is a "forward**

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Account Representative: [REDACTED] FORM: G445423.49239.0 / Page - 6 - of 8 / Printed: 06/30/2022 | (9f,23a,100g,999) SK

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contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 11

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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<p style="text-align: center;"><b>Agreement is Not Valid Unless Executed by Seller</b></p>
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**Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions**

**“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:**

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

**Special Provision:** The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller sixty (60) days’ prior written notice; (ii) has not executed any RTTs for the Account(s); (iii) has not “Fixed” any components in the Cost Components section below; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than Seller’s default.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

**Cost Components.** For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through
Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

**“Fuel Security Reliability Program Costs (“Fuel Security Costs” and “Fuel Security Costs-COS”)** means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this

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Account Representative: [REDACTED] FORM: | Page - 1 - of 10 | Printed: 06/22/2022 | 9f, 100g, 999 (VG)

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Std. Short Form\_v.2010 Rev Nov-01-2017



Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "Mystic COS Agreement") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "Interim Winter Program"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Interim Winter Program are **Fixed** under this Agreement then such costs shall **only** include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

**Retail Trade Transactions.** At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ ( ) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

**Certain Warranties.** You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

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Account Representative: [REDACTED] FORM: | Page - 2 - of 10 | Printed: 06/22/2022 | 9f, 100g, 999 (VG)

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Std. Short Form\_v.2010 Rev Nov-01-2017

**Additional Terms.** For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND. CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..**

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Signature: Amanda Stewart

Amanda Stewart

Printed Name:  
Title: Vice President - Retail Ops

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738  
Phone: 844-636-3749

Customer: [Redacted]

Signature: [Redacted]

Printed Name: [Redacted]

Title: [Redacted]

Date: [Redacted]

Address: [Redacted]

MAY 02

Fax:

Phone:

Email:

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**General Terms and Conditions****1. Definitions.**

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

**"Energy Costs"** means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)," the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs ("RPS Costs")"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

**2. Cash deposit and other security.** For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us

so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based

solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward

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Account Representative: [REDACTED] FORM: | Page - 6 - of 10 | Printed: 06/22/2022 | 9f, 100g, 999 (VG)

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Std. Short Form\_v.2010 Rev Nov-01-2017

contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Account Representative: [REDACTED] | FORM: | Page - 7 - of 10 | Printed: 06/22/2022 | 9f, 100g, 999 (VG)

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Std. Short Form\_v.2010 Rev Nov-01-2017







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**Payments to Certain Third-Parties:** You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

**TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.**

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<p>Agreement is Not Valid Unless Executed by Seller</p>
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**Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions**

██████████ ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

**Special Provision:** The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller sixty (60) days' prior written notice; (ii) has not executed any RTTs for the Account(s); (iii) has not "Fixed" any components in the Cost Components section below; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than Seller's default.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

**Cost Components.** For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through
Fuel Security Costs-Interim Winter Program	Passed Through

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Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

**Incremental RPS Compliance Obligations:** If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

**"Fuel Security Reliability Program Costs ("Fuel Security Costs" and "Fuel Security Costs-COS")** means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("**COS Agreements**"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "**Mystic COS Agreement**") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("**FCA**") 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "**Interim Winter Program**"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("**Fuel Security Costs-COS**") and/or the Interim Winter Program are **Fixed** under this Agreement then such costs shall **only** include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

**Retail Trade Transactions.** At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED]/Wh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on

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post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

**Certain Warranties.** You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

**Additional Terms.** For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND. CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..**

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 (9f,100g,999) (JM)

Sales Rep: [REDACTED] G444608.2621915.0

Printed: 6/27/2022



Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: [REDACTED]

Signature: Amanda Stewart

Signature: [REDACTED]

Printed Name: Amanda Stewart

Printed Name: [REDACTED]

Title: Vice President - Retail Ops

Title: *PRES*

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Date: *6/27/22*  
Address: [REDACTED]

Fax: 888-829-8738

Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

Phone: 844-636-3749

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**General Terms and Conditions****1. Definitions.**

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

**"Energy Costs"** means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs ("RPS Costs")"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

**2. Cash deposit and other security.** For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in

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which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other

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party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Sales Rep: [REDACTED] G444608.2621915.0 Printed: 6/27/2022

**ACCOUNT SCHEDULE:**

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on July 1, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

**Payments to Certain Third-Parties:** You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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PUBLIC

Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

Incremental RPS Compliance Obligations: If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and **“Fuel Security Costs-COS”**)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the **“Mystic COS Agreement”**) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement: (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions (“RTTs”) with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under “Start Date” and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price (“LMP”) + \$ [REDACTED] kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges (“Dual Billing”), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including

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adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
<b>Narragansett Electric Company</b>	<b>NECO</b>	<b>1-800-465-1212</b>

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Sales Rep: [REDACTED] G445423.1171434.0

Printed: 6/30/2022

Page - 3 - of 8

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed: 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
 contractadmin@constellation.com  
 IP: 198.29.191.228  
 Certifi Electronic Signature  
 DocID: 20220630103146544

E-Signed: 06/30/2022 11:48 AM EDT  
 [REDACTED]  
 [REDACTED]  
 Certifi Electronic Signature  
 DocID: 20220630103146544

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title: Director Energy & Capital

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Date:  
Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

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Sales Rep: [REDACTED] G445423.1171434.0 Printed: 6/30/2022



General Terms and Conditions

1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in

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which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for **Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such **affiliates' employees, agents, advisors, and independent contractors**, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other

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party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.**

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Sales Rep: [REDACTED] G445423.1171434.0 Printed: 6/30/2022

PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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<p>Agreement is Not Valid Unless Executed by Seller</p>
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Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

**██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:**

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

**Special Provision:** The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller **sixty (60) days’ prior written notice**; (ii) **has not executed any RTTs for the Account(s)**; (iii) **has not “Fixed” any components in the Cost Components section below**; and (iv) **is not otherwise in default**. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than **Seller’s default**.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

**Cost Components.** For each of the items listed as **“Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule.** For each of the items listed as **“Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.**

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through
Fuel Security Costs-Interim Winter Program	Passed Through

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

**Incremental RPS Compliance Obligations:** If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

**“Fuel Security Reliability Program Costs (“Fuel Security Costs” and “Fuel Security Costs-COS”)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by**

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Account Representative: ██████████ | FORM: G445080.250978.0 | Page - 1 - of 8 | Printed: 06/29/2022 | (9f,23a,100g,999) VG

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the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions (“RTTs”) with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under “Start Date” and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price (“LMP”) + \$ [REDACTED] Wh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges (“Dual Billing”), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller’s website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customercare@constellation.com](mailto:customercare@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6- ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
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<b>Narragansett Electric Company</b>	<b>NECO</b>	<b>1-800-465-1212</b>
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Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest **determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid**

(iv) Price Term Comparison. **Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill** by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: [REDACTED]

Signature: Amanda Stewart

Signature: [REDACTED]

**Amanda Stewart**

Printed Name: [REDACTED] - CFO / Co-Founder

Printed Name:  
Title: **Vice President – Retail Ops**

Title:  
Date: **6/29/2022**

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax:  
Phone:  
Email:

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. **We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.**

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). **If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.**

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us

so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default: Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and

- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as “fixed,” “variable,” “pass-through” or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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Account Representative: [REDACTED] | FORM: G445080.250978.0 | Page - 5 - of 8 | Printed: 06/29/2022 | (9f,23a,100g,999) VG

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6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based

solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental **Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such **affiliates' employees, agents, advisors, and independent contractors**, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution.** **This Agreement is a "forward**

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contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

Special Provision: The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller sixty (60) days’ prior written notice; (ii) has not executed any RTTs for the Account(s); (iii) has not “Fixed” any components in the Cost Components section below; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than Seller’s default.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through

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Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

Incremental RPS Compliance Obligations: If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and **“Fuel Security Costs-COS”**)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the **“Mystic COS Agreement”**) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement: (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions (“RTTs”) with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under “Start Date” and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price (“LMP”) + ██████████ Wh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges (“Dual Billing”), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including

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adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
<b>Narragansett Electric Company</b>	<b>NECO</b>	<b>1-800-465-1212</b>

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Sales Rep: [REDACTED]

G445423.1169369.0

Printed: 6/30/2022

Page - 3 - of 8

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed: 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.228  
Sertifi Electronic Signature  
DocID: 20220630103150737

E-Signed: 06/30/2022 11:48 AM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220630103150737

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title: Director Energy

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Date:  
Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

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Sales Rep: [REDACTED] G445423.1169369.0 Printed: 6/30/2022

General Terms and Conditions

1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in

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which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental **Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such **affiliates' employees, agents, advisors, and independent contractors**, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other

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party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution.** This Agreement is a “forward contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. **Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.**

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PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not Valid Unless Executed by Seller
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Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

████████████████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

**Special Provision:** The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller **sixty (60) days’ prior written notice**; (ii) **has not executed any RTTs for the Account(s)**; (iii) **has not “Fixed” any components in the Cost Components section below**; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than **Seller’s default**.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

**Cost Components.** For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through
Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

**Incremental RPS Compliance Obligations:** If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and “**Fuel Security Costs-COS**”)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by

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the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "Mystic COS Agreement") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "Interim Winter Program"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] /Wh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer care@constellation.com](mailto:customer care@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6- ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

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Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.228  
Sertifi Electronic Signature  
DocID: 20220630103206112

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

E-Signed : 06/30/2022 11:48 AM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220630103206112

Printed Name: [REDACTED]

Title: Director Energy

Date: \_\_\_\_\_

Address: [REDACTED]  
[REDACTED]

Fax:

Phone: [REDACTED]

Email: [REDACTED]

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us

so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as “fixed,” “variable,” “pass-through” or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based

solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for **Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.**

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' **employees, agents, advisors, and independent contractors**, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution. This Agreement is a "forward**

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contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:  
Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

Special Provision: The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller **sixty (60) days’ prior written notice**; (ii) **has not executed any RTTs for the Account(s)**; (iii) **has not “Fixed” any components in the Cost Components section below**; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than **Seller’s default**.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

Cost Components. **For each of the items listed as “Fixed” below, this means the** item is included in your contract prices as set forth in the Account Schedule. **For each of the items listed as “Passed Through” below, this means that you** will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through
Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

Incremental RPS Compliance Obligations: If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and **“Fuel Security Costs-COS”**)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by

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the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "Mystic COS Agreement") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "Interim Winter Program"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] /Wh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer care@constellation.com](mailto:customer care@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6- ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

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Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.228  
Sertifi Electronic Signature  
DocID: 20220630103213799

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

E-Signed : 06/30/2022 11:48 AM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220630103213799

Printed Name: [REDACTED]

Title: Director Energy

Date:

Address: [REDACTED]  
[REDACTED]

Fax:

Phone: [REDACTED]

Email: [REDACTED]

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Account Representative: [REDACTED] | FORM: G445423.108318.0 | Page - 4 - of 8 | Printed: 06/30/2022 | (9f,23a,100g,999) SK  
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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us

so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as “fixed,” “variable,” “pass-through” or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based

solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental **Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality,** county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' **employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution. This Agreement is a "forward**

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contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not Valid Unless Executed by Seller
--

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:  
Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

Special Provision: The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller **sixty (60) days’ prior written notice**; (ii) **has not executed any RTTs for the Account(s)**; (iii) **has not “Fixed” any components in the Cost Components section below**; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than **Seller’s default**.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

Cost Components. **For each of the items listed as “Fixed” below, this means the** item is included in your contract prices as set forth in the Account Schedule. **For each of the items listed as “Passed Through” below, this means that you** will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through
Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

Incremental RPS Compliance Obligations: If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and **“Fuel Security Costs-COS”**)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by

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the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "Mystic COS Agreement") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "Interim Winter Program"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + ██████████ /kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6- ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

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Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Account Representative: [REDACTED] | FORM: G445423.49239.0 / Page - 3 - of 10 / Printed: 06/30/2022 | (9f,23a,100g,999) SK

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed : 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.228  
Sertifi Electronic Signature  
DocID: 20220630103219694

E-Signed : 06/30/2022 11:48 AM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220630103219694

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title: Director Energy & Capital

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Date:  
Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax:  
Phone: [REDACTED]  
Email: [REDACTED]

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Account Representative: [REDACTED] | FORM: G445423.49239.0 | Page - 4 - of 10 | Printed: 06/30/2022 | (9f,23a,100g,999) SK  
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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us

so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as “fixed,” “variable,” “pass-through” or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based

solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental **Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality,** county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' **employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution. This Agreement is a "forward**

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contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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<b>Agreement is Not Valid Unless Executed by Seller</b>
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**Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions**

██████████ ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

**Special Provision:** The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller sixty (60) days' prior written notice; (ii) has not executed any RTTs for the Account(s); (iii) has not "Fixed" any components in the Cost Components section below; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than Seller's default.

**The specific prices for each Account are set forth in the Account Schedule, below.**

**You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.**

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

**Cost Components.** For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	<b>Passed Through</b>
Ancillary Services And Other ISO Costs	<b>Passed Through</b>
Capacity Costs	<b>Passed Through</b>
Line Loss Costs	<b>Passed Through</b>
RPS Costs	<b>Passed Through</b>
Fuel Security Costs-COS	<b>Passed Through</b>
Fuel Security Costs-Interim Winter Program	<b>Passed Through</b>

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Sales Rep: «SalesRep»

«ContractNumber» «COOOffrContractID» Printed: 6/23/2022

Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin

**Fuel Security Reliability Program Costs** (“Fuel Security Costs” and “Fuel Security Costs-COS”) means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are **Fixed** under this Agreement then such costs shall **only** include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

**Retail Trade Transactions.** At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions (“RTTs”) with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under “Start Date” and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price (“LMP”) + ██████████ Wh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges (“Dual Billing”), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

**Certain Warranties.** You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

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Sales Rep: «SalesRep» «ContractNumber» «COOffrContractID» Printed: 6/23/2022

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customercare@constellation.com](mailto:customercare@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6- ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

**Additional Terms.** For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND. CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..**

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Sales Rep: «SalesRep» «ContractNumber» «COOOffrContractID» Printed: 6/23/2022

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: [REDACTED]

Signature: Amanda Stewart

Signature: [REDACTED]

Printed Name: Amanda Stewart  
Title: Vice President – Retail Ops

Printed Name: [REDACTED]  
Title: President  
Date: 6/24/2022

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration  
Fax: 888-829-8738  
Phone: 844-636-3749

Address: [REDACTED]  
[REDACTED]  
Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

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**General Terms and Conditions****1. Definitions.**

“**Ancillary Services And Other ISO Costs**” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“**Auction Revenue Rights**” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“**Capacity Costs**” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“**Energy Costs**” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“**ISO**” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“**Line Loss Costs**” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“**Non Time Of Use**” or “**NTOU**” means all hours of each day.

“**Off Peak**” means all hours other than Peak hours.

“**Peak**” means the hours designated as peak from time to time by the UDC.

“**Renewable Portfolio Standards Costs (“RPS Costs”)**” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“**Taxes**” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“**Transmission Loss Credits**” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“**UDC**” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“**UDC Charges**” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

**2. Cash deposit and other security.** For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in

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which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will **not rely** on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other

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party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Sales Rep: «SalesRep» «ContractNumber» «COOOffrContractID» Printed: 6/23/2022



**ACCOUNT SCHEDULE:**

For: [REDACTED]

**The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022**

**We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices**

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

**THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 8

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.**

**Payments to Certain Third-Parties:** You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162149382</p>
--

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162149382</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 3

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]				
NECO	[REDACTED]				
NECO	[REDACTED]				

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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<b>Agreement is Not Valid Unless Executed by Seller</b>
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**Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions**

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

**Special Provision:** You may, upon 30 days prior written notice to us, elect to terminate this Agreement. If so terminated, we shall return your Account(s) to the default provider as of the next available meter read date. In the event of such a termination pursuant to this Special Provision, you shall be liable for: (i) all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC; and (ii) any early termination payment as calculated in accordance with Section 4 below.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

**Cost Components.** For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

**“Fuel Security Reliability Program Costs (“Fuel Security Costs”):** means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the

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“Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are **Fixed** under this Agreement, then such costs shall **only** include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

**Retail Trade Transactions.** At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions (“RTTs”) with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume and associated line loss; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under “Start Date” and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price (“LMP”) + \$ [REDACTED] kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges (“Dual Billing”) unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within forty-five (45) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

#### **Adding/Deleting of Accounts:**

**(a) Adding Accounts.** You acknowledge and agree that the contract price(s) in the Account Schedule reflect a product option that allows you the ability to add one or more Account(s) at the same contract price listed in this Agreement (consistent with the terms below) (an “Add”). The Add(s) will not exceed **20%** of the Aggregate Monthly Baseline. For any Add(s) that exceed **20%** of Aggregate Monthly Baseline, we will enter into good faith negotiations to add the Account(s) at the then-current market rate. For the purposes of clarity, the Aggregate Monthly Baseline shall only be made up of Account(s) which are expressly listed on this Agreement only and not any Add(s) or Delete(s) transacted in accordance with this Section. “**Aggregate Monthly Baseline**” shall mean the actual historical monthly kilowatt-hours consumption for all of the Accounts for the immediately 12 month period prior to the execution of this Agreement or in the case of Account(s) that did not receive electricity in the prior year our good-faith estimate of the anticipated monthly consumption for such Account(s).

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**(b) Deleting Accounts.** In addition, the contract price(s) in the Account Schedule reflect a product option that allows you the ability to delete Account(s) listed in the Account Schedule below ("Delete") without incurring an early termination payment until the Deletes exceed 20% of the Aggregate Monthly Baseline.

**(c) Add/Delete Restrictions.** In each case, any Add or Delete will only be allowed if (i) there is no un-remedied default by you; (ii) with respect to Delete(s), the Delete(s) are in the ordinary course of your business and not to move to another electricity provider, and (iii) with respect to Add(s), the Add(s) are within the same UDC zone and such Add(s) do not alter the usage patterns of the Aggregate Monthly Baseline beyond the 20% allowance described above. For clarification purposes, this Section (Adding/Deleting of Accounts) is not intended to cover situations where Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity. If the net effect of the Adds and Deletes causes a change of more than 20% of the Aggregate Monthly Baseline consumption, across your Accounts within the same UDC territory the additional cost provisions of this Section would be triggered.

**(d) Confirmation of Add(s) via email.** Each Add and/or Delete shall be memorialized in writing. The parties agree that if you designate an Authorized Person(s) below the signature line at the time this Agreement is executed and returned to us for execution, then Customer and Seller agree to be legally bound to Add an account via an e-mail transmission by such designated Authorized Persons in accordance with our then-current email transaction process.

#### Co-Generation Projects/Usage Altering Measures:

Your price is based upon your historic and/or estimated monthly usage and metered rate of consumption for each Account at the time we entered into this Agreement. You warrant and represent that you do not own generation behind the meter or other Material Usage Altering Measures associated with the Account(s) except to the extent such generation or measures are disclosed in an Exhibit to this Agreement ("Exhibit 1"). "**Material Usage Altering Measure**" is defined as any operational change within your control that results in a 20% or more change in annual consumption of electricity on an aggregate basis across your Accounts within the same UDC territory, compared to the Aggregate Annual Baseline. You agree to bear any losses, additional charges and costs to us arising from or relating to changes in consumption due to your behind the meter generation or other Material Usage Altering Measures that were not specifically disclosed to us in the Exhibit 1. If you plan on installing generation or implementing Material Usage Altering Measures during the Term, then you shall provide us with a **120 days'** advance written notice of the installation or implementation. Such written notice shall include, at a minimum, details regarding the installation such as: the capacity installed (in MW), the expected commercial operation date, the testing and maintenance schedule, the class of renewable, and any other information that we reasonably request. Furthermore, you acknowledge and agree if such installed generation or other Material Usage Altering Measures results in a 20% or more change in annual consumption of electricity on an aggregate basis across your Accounts within the same UDC territory, compared to the Aggregate Annual Baseline then you shall be responsible for any losses, additional charges and costs we incurred as a result of the reduction in consumption with respect to the Accounts, unless you and we agree otherwise in writing. "**Aggregate Annual Baseline**" means the actual historical annual kilowatt-hours consumption for all of the Accounts for the immediately 12 month period prior to the execution of this Agreement or in the case of Account(s) that did not receive electricity in the prior year our good-faith estimate of the anticipated annual consumption for such Account(s). For clarification purposes, the 20% deviation in consumption resulting from new generation or Material Usage Altering Measures or the combination, Material Usage Altering Measures and new generation within the Aggregate Annual Baseline, allowed under this Section is not intended to be in addition to the 20% deviation within the Aggregate Monthly Baseline set forth in the Adding/Deleting Section above. The intent is that there is a single 20% deviation for the combined impact of Adding/Deleting, Material Usage Altering Measures and new generation.

**Certain Warranties.** You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

#### IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

**Additional Terms.** For Accounts located in the State of Rhode Island:

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(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND. CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.**

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

Signature: Amanda Stewart

Signature: [REDACTED]

Printed Name: Amanda Stewart  
Title: Vice President – Retail Ops

Printed Name:  
Title:  
Date: 6/29/2022

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Address: [REDACTED]  
[REDACTED]

Fax: **888-829-8738**  
Phone: **844-636-3749**

Fax:  
Phone:  
Email:

**Customer Authorized Persons:**  
Printed Name:  
Title:  
Email:  
Phone:

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**General Terms and Conditions****1. Definitions.**

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

**"Energy Costs"** means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs ("RPS Costs")"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"UDC" or "Utility"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

**2. Cash deposit and other security.** For Account(s) located in the State of Rhode Island: At any time, with reasonable notice, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price. In addition, during the term of this Agreement you authorize us to release to Collaborative Energy Options Inc. / Best Practice Energy LLC. any and all information related to the supply of electricity hereunder, including but not limited to usage ICAP Tags invoices, payment

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history enrollment status of Account(s) and any other historical usage data regarding energy supplied by Seller to you under this Agreement.

**Market Watch.** Seller shall create unique log in credentials for energy manager or any other Seller system that, in Seller's sole discretion, may be available to the Customer to enable the Customer to log in to retrieve information pertaining to the Customer's energy supply with Seller for the Accounts (such as Seller's "Market Watch" service). Customer acknowledges and agrees that Seller may provide these credentials to Collaborative Energy Options Inc. /Best Practice Energy LLC. Within three (3) business days of the full execution of this Agreement Seller shall set up a Market Watch and Customer agrees that Seller may send this Market Watch to Collaborative Energy Options Inc. / Best Practice Energy LLC.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Sales Rep: [REDACTED] G443425.927355.0 Printed: 6/21/2022

**ACCOUNT SCHEDULE:**

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 27, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

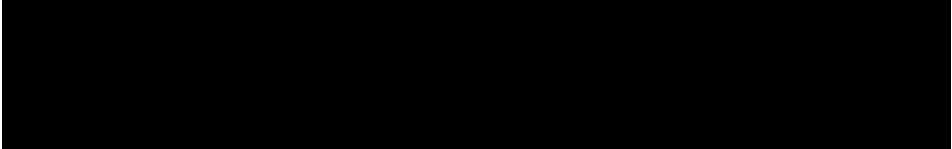
Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

**THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**



No. of Service Accounts: 20

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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NECO	
NECO	

**TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.**

**Payments to Certain Third-Parties:** You acknowledge that your price includes a fee that Constellation will remit to   
 ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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EXHIBIT 1

Customer-owned Co-Generation

Type (Cogen, Solar, BioMass, Wind, etc)	Size (MW's)	# of units	Fuel Type	Purpose (Base Load, Emergency, etc)	Historical Output-hourly or monthly and as a % of load	Metered (Separate or in aggregate)

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the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "Mystic COS Agreement") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "Interim Winter Program"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + [REDACTED] kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

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Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed : 07/04/2022 04:01 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.228  
Sertifi Electronic Signature  
DocID: 20220630103228578

E-Signed : 06/30/2022 11:48 AM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220630103228578

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title: Director Energy

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Date:  
Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax:  
Phone: [REDACTED]  
Email: [REDACTED]

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us

so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as “fixed,” “variable,” “pass-through” or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total liability** related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based

solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental **Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality,** county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' **employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution. This Agreement is a "forward**

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contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not Valid Unless Executed by Seller
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Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

**(“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:**

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

Special Provision: The parties acknowledge and agree that Customer may terminate any Account under this Agreement without liability for an early termination payment as set forth in Section 4 below, provided that Customer: (i) gives Seller **sixty (60) days’ prior written notice**; (ii) **has not executed any RTTs for the Account(s)**; (iii) **has not “Fixed” any components in the Cost Components section below**; and (iv) is not otherwise in default. Your Account(s) shall be returned to the UDC as of the next available meter read date from receipt of such notice. Notwithstanding the foregoing, you shall be liable for all charges for supply to such Account(s) up to the date that the Account(s) are returned to the UDC. For the avoidance of doubt, in all other situations, you may be liable for an early termination payment if you terminate this Agreement prior to the End Date for reasons other than **Seller’s default**.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

Cost Components. **For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.**

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
RPS Costs	Passed Through
Fuel Security Costs-COS	Passed Through
Fuel Security Costs-Interim Winter Program	Passed Through
Auction Revenue Rights	Passed Through
Transmission Loss Credits	Passed Through

The contract prices contained in the Account Schedule also include any credit costs and margin.

**Incremental RPS Compliance Obligations:** If this Agreement is fully executed prior to July 1, 2022, then your contract price, including RPS Costs, does not include any costs associated with the incremental increase in the RPS compliance obligation set forth in the Rhode Island Senate Bill 2022-S 2274 Sub A, approved May 31, 2022 and 2022-H 7277 Sub A, approved June 14, 2022.

“Fuel Security Reliability Program Costs (“Fuel Security Costs” and **“Fuel Security Costs-COS”**)” **means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this**

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Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "Mystic COS Agreement") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 12 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "Interim Winter Program"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Interim Winter Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$. [REDACTED] Wh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St., Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6- ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

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(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED..

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Account Representative: [REDACTED] | FORM: G444918.973971.0 | Page - 3 - of 8 | Printed: 06/28/2022 | (9f,23a,100g,999) SK

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**Customer:** [REDACTED]

E-Signed : 07/08/2022 10:13 AM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 198.29.191.224  
Sertifi Electronic Signature  
DocID: 20220628160605550

E-Signed : 06/28/2022 06:13 PM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220628160605550

Printed Name:  
Title:

Printed Name: [REDACTED]  
Title: President

Date: \_\_\_\_\_

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Address: [REDACTED]  
[REDACTED]

Fax: 888-829-8738  
Phone: 844-636-3749

Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us

so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as “fixed,” “variable,” “pass-through” or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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Account Representative: [REDACTED] | FORM: G444918.973971.0 | Page - 5 - of 8 | Printed: 06/28/2022 | (9f,23a,100g,999) SK

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6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement **without penalty upon 30 days' written notice to the other.**

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's total** liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based

solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for **Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such **affiliates' employees, agents, advisors, and independent contractors**, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, **limitations of liability, and dispute resolution.** This Agreement is a "forward

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Account Representative: [REDACTED] | FORM: G444918.973971.0 | Page - 6 - of 8 | Printed: 06/28/2022 | (9f,23a,100g,999) SK

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contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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PUBLIC

ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 30, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] / h) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162136686</p>
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Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162136686</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.54674.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.54674.0 Printed: 6/29/2022

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 4

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]				
NECO					
NECO					
NECO					

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] h) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162149386</p>
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Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162149386</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.51021.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.51021.0 Printed: 6/29/2022

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 7

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

E-Signed : 07/01/2022 05:03 PM EDT  
*Amanda Stewart*  
contractadmin@constellation.com  
IP: 216.99.180.224  
Sertifi Electronic Signature  
DocID: 20220629162126064

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

E-Signed : 06/29/2022 05:32 PM EDT  
[REDACTED]  
[REDACTED]  
Sertifi Electronic Signature  
DocID: 20220629162126064

Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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Sales Rep: [REDACTED] G445371.68310.0 Printed: 6/29/2022

products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162155095</p>
--

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162155095</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Sales Rep: [REDACTED] G445371.52952.0 Printed: 6/29/2022

## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 2

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Flexible Index Solutions

██████████ ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

**Cost Components.** For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Passed Through
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

**"Fuel Security Reliability Program Costs ("Fuel Security Costs")"**: means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "Mystic COS Agreement") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the "Interim Winter Program"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Interim Winter Program are **Fixed** under this Agreement, then such costs shall **only** include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

**Capacity Cost (Fixed):** You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). **"Capacity Obligation"** means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. **"ICAP Tag (kW)"** means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<b>CAPACITY OBLIGATION COMPONENTS</b>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

**Retail Trade Transactions.** At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume and associated line loss; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + ██████████) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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**Certain Warranties.** You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** Seller's website address is [www.constellation.com](http://www.constellation.com). For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

**Additional Terms.** For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND. CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.**

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: [REDACTED]

Signature: Amanda Stewart

Signature: [REDACTED]

Printed Name: Amanda Stewart  
Title: Vice President - Retail Ops

Printed Name: [REDACTED]

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration  
Fax: 888-829-8738  
Phone: 844-636-3749

Title: [REDACTED]  
Date: PRES 6/28/22  
Address: [REDACTED]  
Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

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**General Terms and Conditions****1. Definitions.**

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

**"Energy Costs"** means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)," the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs ("RPS Costs")"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

**2. Cash deposit and other security.** For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Sales Rep: [REDACTED]

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**ACCOUNT SCHEDULE:**

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on July 1, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

**Payments to Certain Third-Parties:** You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] /Wh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162223361</p>
--

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162223361</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax:

Phone:

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.173574.0 Printed: 6/29/2022



## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.173574.0 Printed: 6/29/2022

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

██████████ (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.  
You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below, provided, however, your overall electricity bill may fluctuate monthly depending on your usage variations, and whether certain cost components are a pass-through (as defined below). The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”): means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“COS Agreements”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “Mystic COS Agreement”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“FCA”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “Interim Winter Program”). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement (“Fuel Security Costs-COS”) and/or the Interim Winter Program are Fixed under this Agreement, then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic

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COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement, and this Agreement shall not automatically renew. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, **we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$ [REDACTED] / h) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes.** This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Certain Warranties. You warrant and represent that for Account(s) located in the State of Rhode Island, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. **Seller's website address is [www.constellation.com](http://www.constellation.com).** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Additional Terms. For Accounts located in the State of Rhode Island:

(i) Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

(ii) Service. We are unable to physically cut-off electric service to you.

(iii) Disputes. If you in good faith reasonably dispute your invoice from us, we will continue to provide all services under this Agreement as long as you provide written notice to us of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, you shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the "Your Invoice" section of this Agreement) from and including the due date to and excluding the date paid.

(iv) Price Term Comparison. Customer may compare the price terms in this Agreement to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

**CUSTOMER'S RIGHT TO RESCIND.** CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON AND WITHOUT PENALTY BY PROVIDING SELLER NOTICE OF SUCH RESCISSION, WITHIN THREE (3) BUSINESS DAYS OF THE DATE THIS AGREEMENT IS EXECUTED.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

<p>E-Signed : 07/01/2022 05:03 PM EDT</p> <p><i>Amanda Stewart</i></p> <p>contractadmin@constellation.com IP: 216.99.180.224</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162153678</p>
--

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

**Customer:** [REDACTED]

<p>E-Signed : 06/29/2022 05:32 PM EDT</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20220629162153678</p>
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Printed Name:

Title:

Date:

Address: [REDACTED]  
[REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.178306.0 Printed: 6/29/2022



## General Terms and Conditions

## 1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

“Energy Costs” means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately),” the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs (“RPS Costs”)” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network,

all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. For Account(s) located in the State of Rhode Island: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. If at any time during the term of this Agreement we determine that your credit is unsatisfactory, you have experienced any adverse change in your financial condition, or that you have made two (2) or more late payments, we shall have the right to terminate this Agreement upon five (5) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

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products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this **Agreement without penalty upon 30 days'** written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. **Each party's** total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse **for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority.** "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates **and such affiliates' employees, agents, advisors, and independent contractors,** (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

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enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: [REDACTED] G445371.178306.0 Printed: 6/29/2022

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ACCOUNT SCHEDULE:

For: [REDACTED]

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 29, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 4

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NECO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to [REDACTED] ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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